

Article - Real Property

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§8–207.

(a) The aggrieved party in a breach of a lease has a duty to mitigate damages if the damages result from the landlord's or tenant's:

(1) Failure to supply possession of the dwelling unit;

(2) Failure or refusal to take possession at the beginning of the term;

or

(3) Termination of occupancy before the end of the term.

(b) The provisions of subsection (a) of this section do not impose an obligation to show or lease the vacated dwelling unit in preference to other available units.

(c) If a tenant wrongly fails or refuses to take possession of or vacates the dwelling unit before the end of the tenant's term, the landlord may sublet the dwelling unit without prior notice to the tenant in default. The tenant in default is secondarily liable for rent for the term of the tenant's original agreement in addition to the tenant's liability for consequential damages resulting from the tenant's breach, if the landlord gives the tenant prompt notice of any default by the sublessee.

(d) No provision in this section may be waived in any lease.

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